USDS SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #: ______
DATE FILED: 6-6-16

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PVH CORP.,

Interpleader-Plaintiff,

-v-

ESTATE OF STEVEN HOULE and
LEAH KEITH-HOULE,

Interpleader-Defendants.

No. 16-cv-1401 (RJS)
ORDER

RICHARD J. SULLIVAN, District Judge:

On February 23, 2016, Interpleader-Plaintiff PVH Corp. ("PVH"), in its capacity as administrator of an employee retirement plan (the "Plan") covered by the Employment Retirement Insurance Security Act of 1974 ("ERISA"), initiated this action by filing a Complaint seeking a declaratory judgment as to who the proper beneficiary is of the proceeds of decedent Steven Houle ("Mr. Houle") under the Plan. (Doc. No. 1.) For the reasons set forth below, the Court finds that Interpleader-Defendant Leah Keith-Houle ("Ms. Keith-Houle") – Mr. Houle's ex-wife – is the proper beneficiary under the Plan.

In *Kennedy v. Plan Administrator for DuPont Savings and Investment Plan*, the Supreme Court determined that beneficiary designations made under ERISA plan documents control over divorce decrees, including divorce decrees purporting to waive an ex-spouse's beneficiary interest in the other spouse's retirement plan. 555 U.S. 285 (2009). Thus, in that case, the Supreme Court rejected the estate's claim to the plan participant's proceeds and held that "the plan administrator did its statutory ERISA duty by paying the benefits to [the plan participant's ex-wife]," since the ex-wife was the "designated beneficiary under her ex-husband's ERISA pension plan." *Id.* at 288, 299–300; *see also id.* at 303–04 ("Under the terms of the [plan, the ex-wife] was [the plan participant's] designated beneficiary. The plan provided an easy way for [the participant] to change the designation, but for whatever reason he did not. . . . The plan administrator therefore did exactly what § 1104(a)(1)(D) [of ERISA] required: 'the documents control, and those name [the ex-wife].'"). Indeed, the Supreme Court has repeatedly held that, under ERISA, the proper beneficiary of the proceeds of a retirement plan is the beneficiary designated in the plan documents. *See Curtiss-Wright Corp. v. Schoonejongen*, 514 U.S. 73, 83 (1995) (ERISA's statutory scheme "is built around reliance on the face of written plan documents"); *see also Egelhoff v. Egelhoff*, 532 U.S. 141, 143, 148 (2001) (holding that ERISA preempted a state law providing that the designation of a spouse as the beneficiary of a nonprobate asset is revoked automatically upon divorce and explaining that the state law was at fault for standing in the way of making payments "simply by identifying the beneficiary specified by the plan documents").

Here, there is no dispute that Ms. Keith-Houle is the sole beneficiary named in Mr. Houle's Plan documents. Moreover, having otherwise reviewed the Complaint, the exhibits attached thereto, and the relevant case law governing this beneficiary issue, the Court finds that the Houles' divorce proceedings did not waive or otherwise affect Ms. Keith-Houle's right to recover her ex-husband's proceeds under the Plan. (*See* Doc. Nos. 1–1-4.) Accordingly, for the reasons set forth above and those stated on the record at the telephonic conference on June 3, 2016, the Court HEREBY DECLARES THAT Ms. Keith-Houle is the proper beneficiary entitled to Mr. Houle's proceeds under the Plan. However, because PVH also contends that it is entitled to reasonable attorneys' fees, to be paid from the Plan proceeds, IT IS FURTHER ORDERED THAT, by June 13, 2016, PVH shall file its contemplated motion for attorneys' fees along with a declaration in support of the motion.

SO ORDERED.

Dated: June 6, 2016
New York, New York

RICHARD J. SULLIVAN
UNITED STATES DISTRICT JUDGE